

REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)
ANNUAL TERM CONTRACTS FOR
PROFESSIONAL ENGINEERING AND RELATED SERVICES

Introduction

The Town of Hurt (herein referred to as “TOWN”) is seeking sealed proposals from Consulting Engineering Firms (herein referred to as “CONSULTANT”) who wish to be considered to provide on-call professional engineering services for inspection, planning, and design projects located throughout the Town. These services shall be provided on an “as needed” basis. The Consultant may choose to propose on all or any combination of the Scope of Services in which the Consultant has an interest. The TOWN may award multiple contracts from this RFQ/P. CONSULTANTs may be selected to provide services for more than one category as described in the Scope of Services.

The TOWN intends to contract with CONSULTANT for an initial one-year period with option to extend annually for up to four additional years. Pursuant to the requirements of the Virginia Public Procurement Act, fees paid for professional services under such contract shall not exceed \$500,000. **Individual work orders will not exceed \$100,000 per project without obtaining services through competitive negotiations.**

Services may include, but not limited to: consultations, field investigations, analyses, feasibility studies, preliminary engineering and architectural reports, grant application assistance, permitting, public presentations, architectural/engineering drawings and design, construction documents preparation, bidding/construction administration, planning and zoning consultation including site plan review, erosion and sediment control assistance, and review of site plans.

Project types may include: architectural design services, roads, drainage, storm water management, inflow and infiltration studies, water/wastewater treatment, water/sewer extensions, site preparation, Comprehensive Plan review, land use planning, zoning code review, environmental assessments, civil engineering, subsurface investigations, contract administration, SCADA system strategic planning/master plan, project inspection services, landscape architecture, surveying, assistance with economic development projects, and grant preparation and/or administration.

For many of the services listed above it is anticipated that the CONSULTANT selected could consist of more than one engineering consultant. It is not expected nor intended that the TOWN will only consider CONSULTANTs able to provide all services “in-house”. At the time of consultant selection, the selected CONSULTANT would be the entire “team” selected included in the Consultants RFQ/P.

The CONSULTANT shall provide consulting services on an “on-call” basis for project services to be determined during the term of the Professional Services Agreement for On-Call Engineering Services (herein referred to as “AGREEMENT”). This AGREEMENT shall become effective upon execution and shall continue in full force and effect beginning in the date that both parties have signed, and ending one year from that date, subject to the TOWN’s discretion. The TOWN may elect to extend this AGREEMENT for four (4) additional one-year terms, on the same terms and conditions, providing written notice to the CONSULTANT thirty (30) days prior to the expiration of the AGREEMENT.

Upon execution of AGREEMENT, **TOWN may solicit Service Request proposals from one or all contracted CONSULTANTS based upon the scope of services, work schedule, and fee schedule submitted with this RFQ/P.** Individual projects will be awarded by Service Requests, concurrent with the term of the AGREEMENT. Once the Service Request is fully executed, a Notice to Proceed will be issued with specified work. The Town reserves the right to perform work in-house or to award large projects through a separate procurement action.

Scope of Services

The scope of services for this RFQ/P is as outlined below and each description of services is general in nature. All inspection, planning and design services shall meet all Virginia Department of Transportation, Virginia Department of Environmental Quality, Virginia Department of Health, Town of Hurt, American Association of State Highway and Transportation Officials, Virginia Occupational Safety and Health regulations, American with Disabilities Act, and other applicable local, state, or federal regulations. The TOWN will at the time of actual project solicitation, provide more detailed requirements as to regulations and guidelines that the project must follow.

Construction Inspections

(1) Construction Inspections

- a. Inspection services related to the construction of capital projects within the Town. Services would include Construction Management, and Inspection. Inspection services would include but is not limited to; compaction (Nuclear Density Gauge), concrete, asphalt, soils, works zone, water and sewer infrastructure, utility relocation, stormwater and ESC inspections, and other specific inspections are required. Pictures of the project while the work is being done with daily journal being kept.

Structural Design Services

(1) Structural Design

- a. Design services for the construction, reconstruction, or rehabilitation of the following types of structures:
 - i. Roadway or Pedestrian Bridges
 - ii. Traffic Signals
 - iii. Retaining Walls
 - iv. Buildings
 - v. Tanks
 - vi. Other structural type infrastructure within the Town.

Traffic Engineering Services

(1) Traffic Engineering

- a. Traffic Engineering services as required by Town Capital Improvement Projects and potential development throughout the Town. Services would include, but are not limited to the following:
 - i. Traffic Impact Analysis Preparation
 - ii. Traffic Impact Analysis Review
 - iii. Traffic Data Collection
 - iv. Traffic Simulation modeling for roadway improvements
 - v. Traffic forecasting
 - vi. Public Involvement
 - 1. Citizen Information Meetings
 - 2. Stakeholder Engagement Assistance

Environmental Engineering Services

(1) Environmental Engineering Services

- a. Environmental Engineering Services would include, but not limited to the following:
 - i. Preparation of permits and/or modifications of permits for the Town or specific Town facilities
 - ii. Site Assessments and Remediation
 - iii. Underground Tank Monitoring and/or Removal
 - iv. Solid Waste Management
 - v. GIS Mapping Services
 - vi. Sampling and analysis of soil, air, surface water, and groundwater
 - vii. Well installation, sampling, analysis, and associated evaluations and reporting
 - viii. Spill Prevention, Control, and Countermeasure (SPCC) planning
 - ix. Facility Stormwater Pollution Prevention Plan (SWPP) preparation
 - 1. Training assistance related to SWPP program
 - x. Asbestos Abatements for various Town infrastructures

Stormwater Management Services

(1) Stormwater Management Services

- a. Stormwater Management services would include both planning and design work related to but not limited to the following:
 - i. Stormwater Improvement Plan/Pollution Reduction Plan/Stormwater Master Planning (Town Wide)
 - ii. Retro-Fit project planning and design
 - iii. Stormwater management facility rehabilitation and repair
 - iv. New Capital project planning and design
 - v. Infrastructure improvement planning and design
 - vi. Survey Services
 - 1. Topographic and Boundary Surveys
 - 2. Plats and easement preparation
 - vii. GIS Mapping Services
 - viii. Environmental Documentation/Permitting
 - ix. Public Involvement
 - 1. Citizen Information Meetings
 - 2. Stakeholder Engagement Assistance

Water System Planning and Analysis

The Town requires engineering, planning and analysis, supported by computerized hydraulic modeling. Services shall provide evaluation of the existing system performance as well as the impact of various proposed system changes such as increases or reconfiguration of the network piping or addition of new pumping or storage facilities. Evaluation and optimization may consider flow delivery, pressure, energy management, and water quality.

Planning and analysis of treatment, pumping, storage, instrumentation, and control may be required.

Sewer System Planning and Analysis

The Town is requesting engineering services to assist with all aspects of its sanitary sewer operations. Specific interest may apply to performing Sanitary Sewer Evaluation Studies (SSES). This will require consulting and execution of temporary sewer flow monitoring and analysis to determine whether the existing sewer collection system has adequate capacity to safely convey typical dry weather and peak wet weather flows and to identify any areas that may be at risk of sanitary sewer overflows (SSO). Additionally, the flow monitoring evaluation shall determine the effects and removal of rainfall dependent inflow and infiltration (RDII) flows to the sanitary system. The selected consultant will be wholly or partially responsible for managing the temporary sewer flow monitoring activities, collecting accurate sewer flow and rainfall data, preparing RDII analysis, and summarizing the results and engineering recommendations in a report.

SCADA System Strategic Planning

The Town is seeking professional services with ability to evaluation current SCADA system, benchmark current system against industry best practices, and make recommendations in the format of a master plan toward maturity.

Utility Construction Design

(1) Utility Construction Design

- a. Town Public Utilities Department is seeking engineering services for design of water and sewer facilities. Construction documents and project manual may be required for formal bid. Typical work shall include, but is not limited to:
 - i. Survey
 1. Full Topographic and Boundary Survey
 2. Plat preparation, which include Fee Simple, Permanent and Temporary Easements
 - ii. Geotechnical Investigations – Subcontractors will be allowed pursuant to the “Subcontract” portion of this document.
 - iii. Hydraulic Analysis
 1. Water system modeling
 2. Sewer system modeling
 - iv. Utility Design
 1. Water and sewer plan and profile construction drawings
 2. Water storage construction drawings
 3. Pumping and associated equipment construction drawings
 4. Water system instrumentation drawings
 5. Erosion and sediment control drawings
 6. Other construction drawings as required to complete utility projects

v. **Stakeholder Management and Permitting**

1. Regulatory: VDH, DEQ, VDOT
2. Coordination of other utilities
3. Assistance with internal Town stakeholders
4. Assistance with external Town stakeholders
5. Assistance with end user stakeholders

Compensation and Method of Payment – As full payment and compensation for the performance and completion of work acceptable to the Town for each project, the Town will pay the Consultant in accordance with the sum determined for the individual project assignment. All work shall be performed for each project and shall be done on a lump-sum, not-to-exceed basis or a time and material basis. - personnel classification and the corresponding hourly rate. Total fee shall include all expenses for performing the necessary work, including professional fees and reimbursable expenses. Reimbursable expenses, which shall mean the actual expenses incurred directly or indirectly in connection with the services performed and shall be estimated at the time of negotiation with actual expenses added to invoices. When assignments are negotiated on a lump-sum or not-to-exceed basis, the cost of attending the number of meetings as required by the Town, shall be included in the fee.

Performance Schedule – The Consultant shall perform work in accordance with a performance schedule negotiated at the time of project assignment. The Consultant shall assign the work to qualified personnel in sufficient numbers to complete the work according to the performance schedule and designate a qualified Project Manager to oversee each project. The Project Manager shall work continuously on the project until final reports are accepted by the Town.

Changes in Performance Schedule – The Town may make changes to the work scope, schedule, or cost previously negotiated for an individual assignment. Any changes in the scope, schedule, or cost of the work for the project shall proceed only with the express written authorization of the Town. If any such increases or decreases to the scope or schedule are authorized, then they shall be adjusted in cost and time accordingly. The Consultant will not be entitled to adjustments that in the opinion of the Town do not result in a change or have not been previously authorized.

Professional Standards and Abilities

Consultants shall be properly licensed in accordance with applicable local, state, and federal regulations and should demonstrate their ability to:

- Perform all tasks in accordance with generally accepted professional standards.
- Provide to the Town the best possible advice and consultation within consultant's authority and capacity as a Professional Engineer.
- Comply with the regulations, laws, ordinances and requirements of all governmental agencies and authorities that have jurisdiction over design criteria and environmental impact applicable to individual projects.
- Assign work to be performed to qualified personnel in sufficient numbers to meet negotiated performance schedules.

Town of Hurt Responsibilities

The Town shall:

- Provide to consultant all information in its possession which relates to the Town's requirements for the individual project, or which is relevant to the project.
- Coordinate interactions between the project team and other stakeholders including assist the Consultant in obtaining permission to enter upon public and private property as required for the Consultant to perform his services.
- Determines and approves required levels of quality including examining all studies, test results, reports, sketches, drawings, specifications, proposals, and any other documents presented by the Consultant.
- Designate a person to act as its representative with respect to the work to be performed for each assignment. Such person shall have the authority to transmit instructions, receive information, interpret, and define the Town's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services performed.
- Defines the project change management plan and evaluates and approves/disapproves any request for change. May also include decisions on preventive action and corrective action.

Proposal Preparation

Interested firms should submit one (1) paper copy and one (1) electronic copy (on CD or thumb drive) of the proposal, to:

Town of Hurt
533 Pocket Road
P.O. Box 760
Hurt, VA 24563

Electronic copy must be identical to the hard copy. If the proposal contains proprietary information offerors shall provide a copy clearly marked "REDACTED COPY" in addition to the provided hard copy.

Questions related to the RFQ/P and the selection process should be in writing and directed to:

Thomas W. Fore
Utility Support Specialist
Fax: (434) 205-1177
Email: publicworks@townofhurtva.gov

Questions or requests for clarification may be faxed or emailed to the contact listed above by **Friday, January 21, 2022, at 2:00 p.m., local time.** All relevant questions and responses to inquiries will be distributed to the known RFQ/P holders and posted on the Town's website. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of all addenda with their proposals.

All proposals must be in an opaque, sealed envelope or box and clearly marked: “On-Call Term Contract for Consulting Engineering Firm RFP”. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership or individual). All expenses for making this proposal to the Town shall be borne by the offeror. **All proposals shall be received at the address listed above no later than Friday, February 11, 2022, at 2:00 p.m., local time.** Any proposal received after this time and date will not be accepted. The Town of Hurt is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Hurt Town Hall at the above address and by the above stated time and date. Clearly identified proprietary information will not be disclosed during the selection process. Please submit an Attachment that identifies any proprietary information. Proposals may be withdrawn any time prior to proposal opening upon written request by the Offeror to Town Hall.

The Offeror is advised that oral explanations or instructions given by Town personnel during the Request for Qualifications/Proposals process, or at any time prior to the award shall be nonbinding.

Persons intending to submit a proposal are specifically cautioned that the Offeror is barred from pleading misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same.

Modifications, additions or changes to the Terms and Conditions of this Request by the Offeror may be cause for rejection.

Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

The selection of the successful firms will be done by competitive negotiations in accordance to the Virginia Procurement Act. The Town may offer agreements to more than one firm.

Submittals should contain a cover letter, not exceeding two pages, and concise informative responses to each of the selection criteria listed below. Other information may be included in an appendix.

Selection Schedule

The Town intends to follow, but will not be bound by, the following selection timeframe:

Advertisement of RFQ/P	December 19 & 26, 2021
Deadline for Questions Submitted by Email	January 21, 2022
Response to Written Questions	February 4, 2022
Deadline for Proposal Submittal	February 11, 2022, 2:00 p.m.
Interviews, if necessary	February 21-25, 2022
Town Council Approval	March 1, 2022
Contract Signed to begin	March 4, 2022

Proposal Selection

Proposals will be reviewed by Town staff and evaluated to determine which proposals best meet the criteria of the RFQ/P. Evaluation of the proposals by Town staff is expected to be completed within 21 days of receiving the proposals. The final selection will be based on completeness, experience with agencies, technical merit, and time to perform. It is the Town's intention to select a maximum of three firms that have sufficient expertise to handle the variety of projects the Town undertakes, thereby minimizing the involvement of other firms. However, the Town reserves the right to select and contract with more than three firms for the specified serves, in whole or in part.

Evaluation Criteria

The Towns' selection committee will evaluate proposals based on the following factors:

1. General background of the firm, available resources, subcontractors, and range of services including rates for standardized classes of service on an hourly basis.
2. Experience of the firm with similar "as needed" general engineering contracts. Include references.
3. Experience of the firm with similar types of infrastructure projects, particularly for Virginia municipalities of similar size. Include references.
4. Qualifications of the proposed Project Manager(s) and other key personnel that would most likely be assigned.
5. Familiarity with Federal and State grant/loan programs.
6. Proximity to the Town of Hurt.
7. Existing knowledge of the Town of Hurt. Describe any knowledge of either the Town's infrastructure or past performance on projects for the Town, if applicable.
8. Quality of presentation.

Selection Procedure

Selection of the successful proposal(s) will be based upon submission of proposals meeting the selection criteria. Proposals determined to not meet one or more material RFP requirements may be excluded. The minimum selection criteria will include:

- Experience, professional competence, and qualifications of the CONSULTANT and staff to provide the specified services. (10 points)
- References and previous client evaluations from other government and/or commercial entities shall be considered to include documented experience in performing and completing similar tasks/services for other governmental and/or commercial clients in a professional, efficient and timely manner and within an established budget. (10 points)
- Record of responsive to client requests. (8 points)
- Ability to work with Town staff (8 points)

- Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.) (4 points)
- Extent of Consultant organization (5 points)
- Present permanent staff availability (5 points)
- Cost of Services (**Short listed firms only**). Although prices, rates or fees **ARE NOT** to be submitted with the initial proposal response, such proposed non-binding and/or binding fees may be considered for those firms involved in the discussion and negotiation phase of the selection process. If labor rates are requested, the rates specified by the Offeror shall include all direct and indirect overhead costs, including but not limited to, transportation, general and administrative costs, etc. Labor rates will be paid based on time at the site.

Selection Interviews

The Town reserves the right to hold selection interviews with any offeror submitting a proposal under this RFQ/P. These interviews will be held solely at the discretion of the Town and after the proposal scoring process. The intent of the Town is to hold interviews only with top-scoring offerors based on the proposal scoring process. The interviews would be attended by representatives of the Town, as well as the CONSULTANT's licensed engineer in responsible charge of any project under this AGREEMENT. The selection interview will be used to gain further insight into the CONSULTANT's capabilities for the purpose of making a selection recommendation.

The Town intends to follow the guidelines of the Competitive Negotiation procedure for the Procurement of Professional Services as outlined in the Virginia Procurement Act. Based on information contained in proposals, a joint committee will invite two or more firms into individual discussions to determine which firm could best meet the needs of the Town.

The Town reserves the right to contract with more than one firm if deemed appropriate. The Town of Hurt reserves the right to reject any or all proposals received. **During the term of the contract, the Town may seek proposals from other firms for specific projects when advisable or when the scope of work exceeds \$100,000.**

Contract Award

The Town's evaluation committee will read, review and evaluate each proposal based on the criteria as stated in the proposal. A preliminary rating will be used to select the offerors for further consideration, the short list.

- The Town shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the Town in addition to the review of the professional competence of the offeror.

- The Request for Qualifications/Proposal shall **not**, however, request that offeror furnish estimates of man-hours or cost of services. At the discussion stage, the Town may discuss nonbinding fee schedules and/or total project costs including man-hours or costs of services. If an offeror is selected for interview, that offeror shall submit to the Town, within three (3) working days of notification, their non-binding fee/rate schedule. The individual offeror's fee/rate schedule should include a rate for all labor categories that the offeror anticipates using on the project.
- At the conclusion of discussion, on the basis of evaluation criteria so stated in the Request for Proposal and all information developed in the selection process to this point, the Town shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.
- Negotiations shall then be conducted, beginning with the offeror ranked first. In a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the Town may award contracts to more than one Consultant.
- Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- The contract document will incorporate by reference all requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.
- The Town is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous or otherwise debrief an Offeror.

General Town of Hurt RFQ/P Terms and Conditions:

The Offeror in this section refers to the firm, entity, or individual submitting a proposal to the Town.

Payment will be made to the offeror once each month based upon Town approved satisfactory and actual services rendered and/or goods received, and invoices submitted by offeror.

In the case of default by the successful Offeror or failure to deliver goods/services ordered by the time specified, the Town, after due written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs.

Contract Term: The initial term of this contract shall be effective for one (1) year from the date of Notice of Selection. Fees shall not exceed \$500,000 per contract. For any single contract the contract fee shall not exceed \$100,000, per VA State Code 2.2-4302.2. It is understood that the Architect's/Engineer's work may not be completed during the contract term; however, all terms and conditions of this contract shall survive until work is completed.

Contract Renewal: This contract may be renewed by the Town for four (4) successive one-year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Upon a determination by the Town to renew this contract for an additional term, written notification will be given to the Consultant. The second term shall begin one (1) year from the date of the initial Notice of Selection. A new aggregate limit of \$500,000 group total/\$100,000 single project limit shall apply to the second contract term and for every renewal thereafter. Any unused amount from the first term shall not carry over to the second term and for every renewal thereafter.

- If the Town elects to exercise the option to renew the contract for an additional one - year period, the contract price(s) for the additional year shall not exceed the contract price(s) of the original contract increased by more than the percentage increases of the Commodity and Services Group – Other Services category of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increases of the Commodity and Services Group – Other Services category of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Federal Funds – Apply to Only Federal Funded Projects: During the course of its normal operation, the Town may become responsible for the advertisement and administration of roadway construction projects that are federally funded. For these projects, the federal guidelines and requirements identified in Executive Order 11246, U.S. DOT 1050.2, and the DBE Policy Statement shall be required.

By submitting their proposals, the Offerors certify that their proposals are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

By submitting their proposals, Offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, and §11-51 of the Virginia Public Procurement Act.

During the performance of any contract resulting from this RFQ/P, the contractor agrees as follows:

- a) The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purpose of these requirements.
- d) The Offeror shall include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

By submitting their proposals, the Offerors certify that they do not and will not during the performance of any contract resulting from this RFQ/P employ illegal alien workers, or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to call causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services proposed, and the Offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Offeror fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract.

Upon award of a contract, it shall not be assignable by the Offeror, in whole or in part, without the written consent of the Town.

Changes to any contract resulting from this RFQ/P can be made in any of the following ways:

- a) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b) The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing of shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price or using a unit price set forth in the contract; or

3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized.

The Town reserves the right to reject any or all bids or proposals, in whole or in part, to make separate awards, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Town to be in its best interest. Due consideration will be given to price, previous experience, and the ability of the Offeror to render required services. The Town also reserves the right to conduct any tests it may deem advisable and to make all evaluations.

Insurance Requirements:

- a) Indemnification - The Offeror agrees, to the fullest extent of the law, to indemnify and hold the Town harmless from and against all losses, damages, injuries, claims and demands whatsoever, regardless of the case thereof, and expenses in connection therewith, including reasonable counsel fees arising out of or incidental to the performance of the Offeror's duties and responsibilities under any agreement that results from this request for proposals. This covenant of indemnity shall continue notwithstanding any revocation or termination of any agreement that results from this request for proposals. The Offeror shall be given prompt notice of any claims, demands or causes of action, and reasonable opportunity to defend the same.
- b) Insurance - The Offeror shall secure and keep in force, at its sole cost and expense, the following insurance policies which shall be in form and content satisfactory to the Town and shall be issued by insurance companies qualified to do business in the Commonwealth of Virginia.

Property Damage and Liability Insurance - Policy of property damage and public liability insurance which shall protect the Town and such other persons as the Town shall designate against any liability imposed by law upon the Town, the Offeror, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or in consequence of any act or omission of any act by an employee or agent of the Offeror. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, \$1,000,000 aggregate and bodily injury liability to include: premises operations products, complete operations, contractual and broad form property damage.

Worker's Compensation and Other Insurance - The Offeror shall carry such Worker's Compensation Insurance and other insurance on its employees and agent performing services under this contract, as is required by the Code of Virginia.

- c) Upon award, the Offeror shall provide the Town with a certificate of insurance. Policy coverage shall be maintained during the entire term of the contract.

Cancellation of Contract:

The Town reserves the right to cancel any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Offeror. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders prior to the date of cancellation.

Availability of Funds:

Agreements are made subject to the appropriation of funds by the Hurt Town Council and are null and void in the event of non-appropriation by the Town Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the Town.

Drug-Free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against the employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Safety and OSHA Standards

All parties performing services for the Town shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency guidelines.

Cooperative Procurement

This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except, architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to a public body will have no effect on consideration of your bid.

End of RFQ/P

Scoring	Firm Name	Firm Name	Firm Name	Firm Name
	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Experience, professional competence, and qualifications of the CONSULTANT and staff to provide the specified services. (10 points)				
References and previous client evaluations from other government and/or commercial entities shall be considered to include documented experience in performing and completing similar tasks/services for other governmental and/or commercial clients in a professional, efficient and timely manner and within an established budget. (10 points)				
Record of responsive to client requests. Including availability to attend Council meetings and work sessions as needed. (8 points)				
Ability to work with Town staff (8 points)				
Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.) (4 points)				
Present permanent staff availability (5 points)				
TOTAL				